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NO. 83-2105

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**In the
Supreme Court of the United States**

OCTOBER TERM, 1984

**GREEN CORPORATION and
HUTTON ELECTRIC COMPANY**

Petitioners,

versus

**LOCAL UNION 59, INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS,
AFL-CIO,**

Respondent.

**ON JOINT PETITION FOR WRIT OF CERTIORARI
TO THE UNITED STATES COURT OF APPEALS
FOR THE FIFTH CIRCUIT**

**RESPONDENT'S BRIEF IN OPPOSITION TO
JOINT PETITION FOR WRIT OF CERTIORARI**

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Local Union 59,
International Brotherhood of
Electrical Workers, AFL-CIO**

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In deference to Rule 22 this response will be as short as possible. The "issue" upon which Petitioners rely to justify the grant of certiorari is not present in the case.

Petitioners redundantly assert that the arbitration decision interferes with employee freedom in choosing bargaining representatives. (Pet. for Cert. at 12, 14, 15, 19, 20, 27). Such is not the case, as clearly expressed by the Court of Appeals.

"We recognize that arbitration orders that result in unfair labor practices are unenforceable. *General Warehousemen and Helpers v. Standard Brands*, 579 F.2d 1282 (5th Cir. 1978) but that is not the case before us. The CIR, in describing its ruling as a narrow one, precisely noted that no remedy was sought, suggested or awarded."

Here Green Corporation, through its sole owner and director, J. R. Green entered a collective bargaining agreement which provided "If and when the employer shall perform any electrical work under its own name or under the name of another...wherein the employer exercises any substantial degree of management, control, supervision... The terms and conditions of this agreement shall be applicable to all such work." (App. 4b).

The Joint Arbitration Committee concluded that Green Corporation had violated this provision based in part on admissions that J. R. Green was the sole shareholder and sole director of Hutton Electric, and "was the holder of the master electrician's license for both Green Corporation and Hutton Electric Company... A master electrician is required by ordinance to be responsible for and supervise all electrical work performed." (App. 7b).

The Arbitration Committee in light of the contract and undisputed evidence reasonably found a contractual violation. At this stage nothing more has occurred for the Committee also concluded:

"The CIR did not consider the issue of remedy since none was requested and no supporting data was submitted by the Local Union to indicate what, if any, actual damage may have resulted to the Local Union as a result of these violations." (App. 8b).

CONCLUSION

Petitioners have failed to demonstrate any justification for issuance of a Writ of Certiorari.

Respectfully submitted,

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CERTIFICATE OF SERVICE

I hereby certify that three (3) copies of the above and foregoing Brief in Opposition to Joint Petition for Writ of Certiorari have been served on the parties required to be served under Rule 28 of the Rules of the United States Supreme Court.

DAVID R. RICHARDS